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TO

THE PRINCIPAL MATTERS

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If a false oath be taken to procure a register for a vessel, the United States have an election to proceed against *the vessel* as forfeited, or against the person who took the false oath for its value. But, until that election is made, the title to the vessel does not vest in the United States under the forfeiture; and the United States cannot maintain an action for money had and received against the assignees of the person who took the oath, and who had become bankrupt; the assignees having sold the vessel and received the purchase-money *before the seizure of the vessel*.
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1. Notice of the time and place of taking a deposition, given to the *attorney at law*, is not sufficient under the law of Virginia.
Buddicum v. *Kirk*, 293
2. An attorney *at law* may agree to receive, or to waive notice, and shall not afterwards be permitted to allege want of it.
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4. A plea in bar to a bill in chancery, denying only part of the material facts stated in the bill, is not good. A mere denial of facts is proper for an answer, but not for a plea.
Milligan v. *Milledge*, 220
5. The want of proper parties is not a good plea, if the bill suggests that such parties are out of the jurisdiction of the court.
id. *ib.*
6. A variance in date between the bond declared upon, and that produced on *oyer*, is matter of substance, and fatal upon the plaintiff's *special* demurrer to the defendant's bad rejoinder.
Cooke v. *Graham*, 229
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M'Ferran v *Taylor*, 270
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12. To support a judgment on a collector's bond at the return term, it must appear by the record, that the writ was executed 14 days before the return day.
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1. An indorsor may avail himself of usury between the maker and the indorsee.
Levy v. *Gadsby*, 180
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Wilson v. *Codman*, 193
3. If the defendant plead the bankruptcy of the indorsor in bar, a replication that the note was given to the indorsor, *in trust for the plaintiff*, is not a departure from the declaration which avers the note to have been given for value received.
Wilson v. *Codman*, 193
4. If a promissory note be received as conditional payment for goods sold and delivered, and be passed away, the vendor of the goods cannot maintain an action for the goods sold and delivered.
Harris v. *Johnson*, 311
5. An indorsee of a promissory note payable to order, cannot, in *Virginia*, maintain an action *at law*, against a remote indorsor; but he may *in equity*.
id. *ib.*

REGISTER.

See *Forfeiture*, 1.

REVENUE.

See *Lien*, 1. *Mortgage*, 1. *Non Intercourse*, 1, 2. *Collector*, 2. *Petersburgh*, 1. *Forfeiture*, 1.

RULE OF COURT.

See *General Rule*, 239

SEIZURE.

See *Forfeiture*, 1. *Navy*, 1.

SHIP.

See *Forfeiture*, 1. *Navy*, 1.

SLAVE.

If the owner of a slave, removing into *Virginia*, shall take the oath required by the act of assembly, within 60 days after the removal of the owner, it shall prevent the slave from gaining his freedom, although he was brought into *Virginia* by a person claiming and exercising the right of ownership over him, eleven months before the removal of the *true* owner; and although the person who brought him in never took the oath; and although the slave remained in *Virginia* more than one year; and although the true owner never brought him in.
Scott v. *Negro London*, 324

STATUTE.

The words of a statute, if dubious, ought to be taken most strongly against the law-makers.
United States v. *Heth*, 413

TRESPASS.

Trespass lies against the officer who executes the process of a court not having jurisdiction.
Wise v. *Withers*, 331

TRUST.

If the payee of a note hold it in trust, his bankruptcy will not take away his power to indorse it over to *cestui que trust*.
Wilson v. *Codman*, 193

USURY.

If A. lend money to B. who puts it out at usurious interest, and agrees to pay A. the same rate of interest which he is receiving upon A's money, this is usury between A. and B. and an indorsor of B's note to A. may avail himself of the plea of usury.
Levy v. *Gadsby*, 180

VARIANCE.

A variance between the date of the bond as stated in the declaration, and as it appears on *oyer*, is a matter of *substance*, and fatal on the plaintiff's special demurrer to the defendant's bad rejoinder.
Cooke v. *Graham*, 229

VERDICT.

A finding by the jury which contradicts a fact admitted by the pleadings, is to be disregarded.
M'Ferran v. *Taylor*, 270.

VIRGINIA.

See *Costs*, 2. *British Subjects*, 1, 2. *Mortgage*, 2. *Limitations*, 1, 2, 3. *Bond*, 4. *Promissory Note*, 5. *Slaves*, 1. *Agent*, 3.

WARRANT.

A warrant of commitment by justices of the peace, must state *a good cause certain, supported by oath*.
Ex parte Burford, 448

WITNESS.

See *Evidence*, 5.

WRIT OF ERROR.

No appeal or writ of error lies in a criminal case, from a judgment of the circuit courts of the United States.
United States v. *More*, 159